

**ZB# 94-22**

**William Shumskis**

**4-1-58**

Prison.

June 13, 1994.

Copy of  
Onleed/THE  
Report 4

② Photos 2

③ Seed: ① 50.004

② 292.004.  
Notice to Sentencing  
Letters out. - 7/1/94

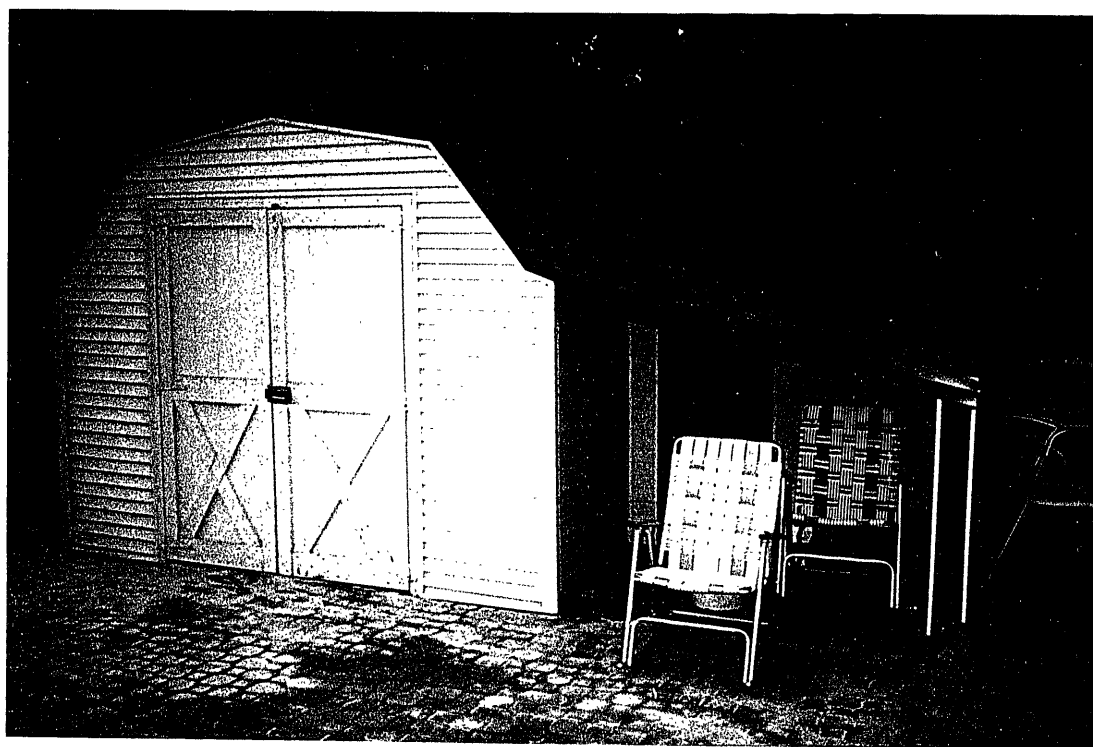
Public Hearing:

August 8, 1994.

Area:

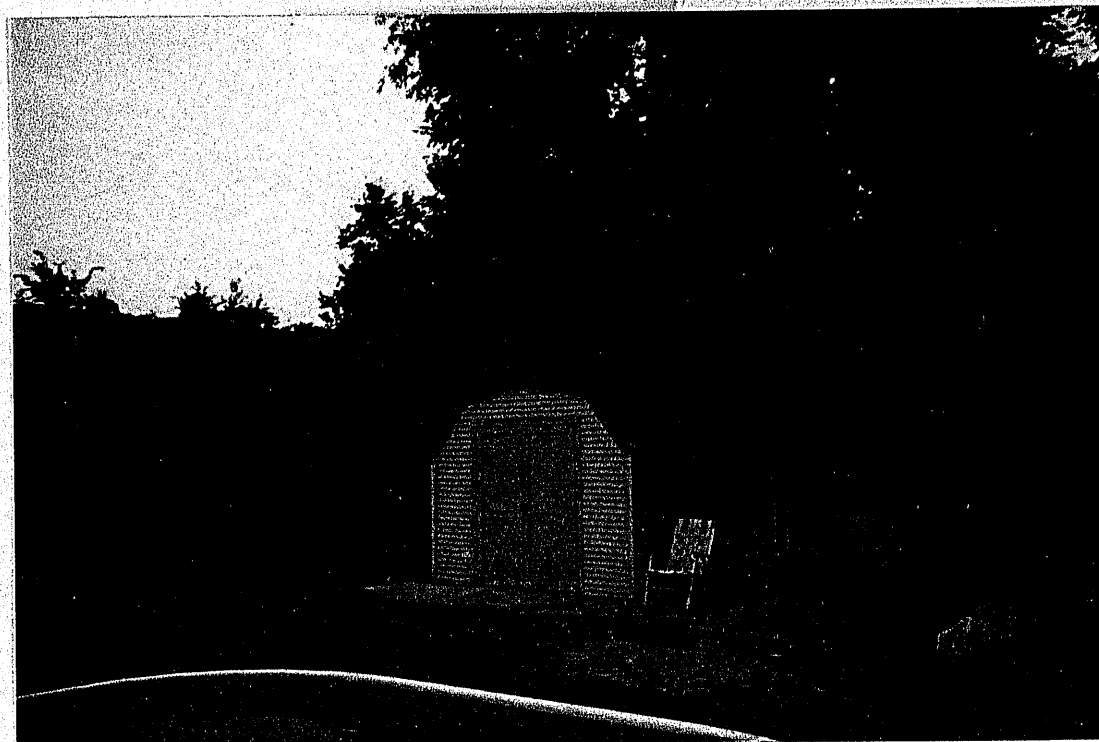
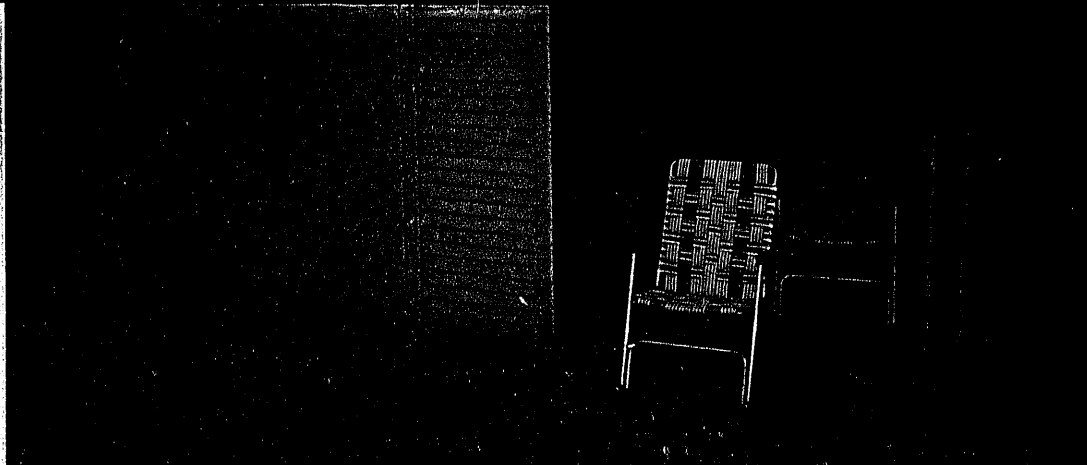
Varuance

Granted



726/40.

20#204-Pradelle, Michael



TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

## GENERAL RECEIPT

July 18 14170  
19 94

Received of Frances Rote

\$ 50.00

Fifty 00/100

DOLLARS

For ZBA # 94-22

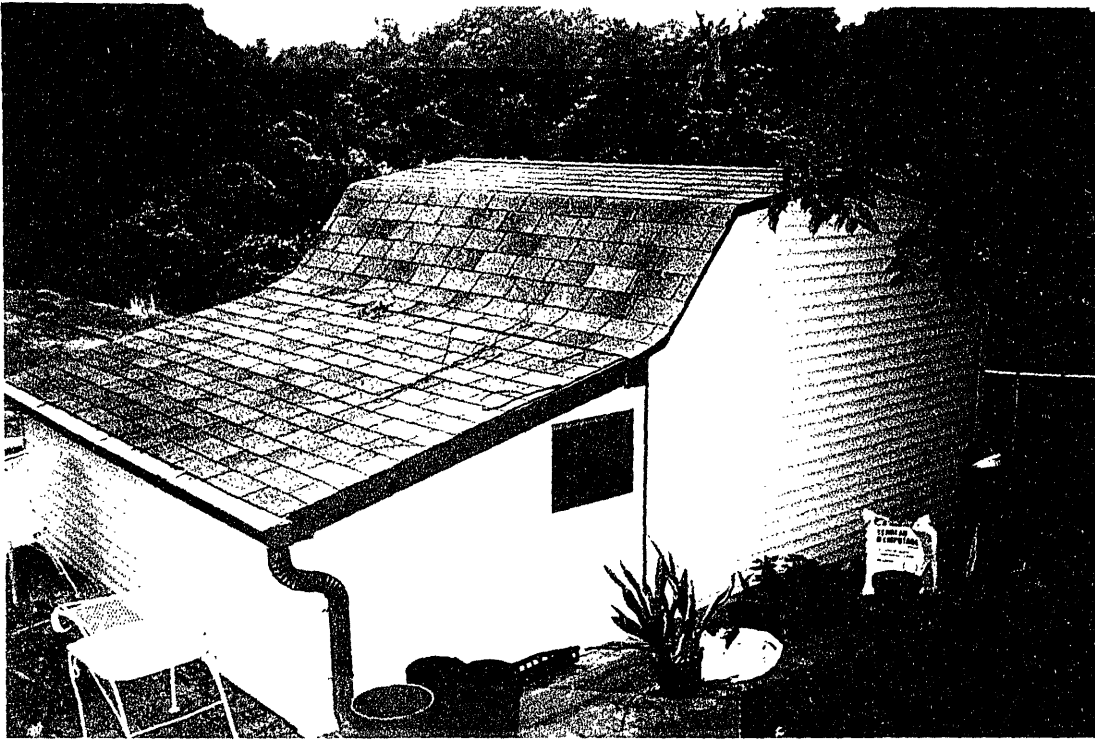
### DISTRIBUTION:

FUND	CODE	AMOUNT
ck # 1109		50.00

By Dorothy N. Hansen  
sk

Town Clerk

Title



-----X  
In the Matter of the Application of

WILLIAM SHUMSKIS,

DECISION GRANTING  
AREA VARIANCE#94-22.  
  
-----X

WHEREAS, WILLIAM SHUMSKIS, residing at 48 Steele Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 1 ft. rear yard variance for an existing shed located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 8th day of August, 1994, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, WILLIAM SHUMSKIS, appeared in behalf of himself; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, there were no spectators to speak and there was no opposition to the application before the Board; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) This is a residential property located in a residential neighborhood.

(b) A number of the neighboring properties have sheds which are similar to that for which a variance is sought.

(c) The shed in question is actually bordered by woods on two sides and cannot readily be seen by others from the other two sides.

(d) If the variance sought is not granted, the applicant will have to tear down the shed which is extensively landscaped. Such tearing down will not be economical to the applicant and would create an unsightly condition, more unsightly and undesirable to the neighbors than the continued maintenance of the shed in its present condition.

(e) The variance requested by the applicant is approximately 10%.

(f) At the time the applicant erected this shed he

believed that it was in compliance with the Zoning Local Law and, in fact, is nearly in compliance.

(g) The shed as it exists is extensive and attractive.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial.

4. There will be no adverse impact to the neighborhood.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created but the variance should nevertheless be granted to the applicant because he believed that he was in compliance to the Zoning Local Law at the time the shed was erected and it is an attractive shed which enhances the quality of the neighborhood.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

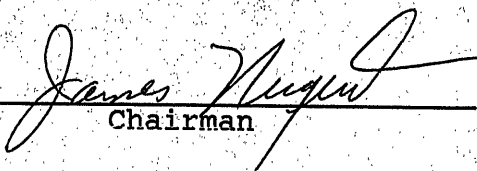
RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1 ft. rear yard variance for an existing shed located at the above residence in an R-4 zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 24, 1994.

(ZBA DISK#12-100394.WS)

  
Chairman



SHUMSKIS, WILLIAM

Mr. William Shumskis appeared before the board for this proposal.

MR. NUGENT: Request for 1 ft. rear yard variance for existing shed at 48 Steele Road in R-4 zone.

MR. SHUMSKIS: Everything's in the file, as far as photographs. I have the shed in the back of my property. I'm looking for a one foot variance to knock the shed down and to move the versalock walls, unlock pavers and all the landscaping that was done around it just wouldn't make economic sense. So it's less expensive, believe it or not, to get a variance, as expensive as that is.

MR. KRIEGER: What adjoins your property in the neighborhood of where the deck is?

MR. SHUMSKIS: Okay, there's a single family home to the south of me and he has a shed that is probably about 20 feet.

MR. KRIEGER: Side of the shed or back?

MR. SHUMSKI: To the back of shed is the back of his shed and they are probably about 20 feet apart.

MR. KRIEGER: The other shed which you mentioned which backs up to this, is that shed similar in size, appearance and structure?

MR. SHUMSKIS: Yes, it is.

MR. KRIEGER: Now, the portion of your property which would be on the side of this shed.

MR. SHUMSKIS: To the east, that is all woods and also to the north is all woods.

MR. TORLEY: So you would not consider this to be a visual problem for your neighbors?

MR. SHUMSKIS: No.

MR. KRIEGER: What's required here, ten feet and he has 9?

MR. SHUMSKIS: It is 9 1/2 on one corner, property line wasn't straight so it's placed 10 1/2 feet from the property line because it was like a one degree angle to the back line. The one corner although it's positioned straight on the property, the property line isn't straight so the one corner is off by 6 inches.

MR. KRIEGER: How long has the shed been there?

MR. SHUMSKIS: Five years.

MR. KRIEGER: Did you put it there?

MR. SHUMSKIS: I put it there. I had it installed by Tom and Al's in Middlehope.

MR. KRIEGER: You were responsible?

MR. SHUMSKIS: Yes.

MR. KRIEGER: You believed it to be in compliance at the time you put it up?

MR. SHUMSKIS: Yes.

MR. KRIEGER: Now I'm finished.

MR. NUGENT: Questions?

MR. LANGANKE: No. I'd like to go on record as having seen the shed in question and I think it's like a very nice shed and I think it would be a shame if it had to be moved.

MR. TORLEY: Shed isn't really the right word for that. A person could move in there if they wanted to.

MR. SHUMSKIS: I had a Newfoundland that lived on one side of it for eight years. We wanted it to match the house with the siding so when we sided the house, we sided the shed so it would look the same.

August 8, 1994

32

MR. TORLEY: I would move we grant Mr. Shumskis his request for one foot rear yard variance for existing shed on 48 Steele Road.

MR. LANGANKE: Second it.

ROLL CALL

MR. KANE	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

*Prelim.*  
June 13, 1994.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR # 94-22  
ORGAN COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 5-24-94

APPLICANT: WILLIAM SHUMSKIS  
48 STEELE RD  
NEW WINDSOR NY 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: 5-24-94

FOR (BUILDING PERMIT): FOR EXISTING 12 FT X 16 FT GHED

LOCATED AT: 48 STEELE ROAD

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION 4 BLOCK 1 LOT 58

IS DISAPPROVED ON THE FOLLOWING GROUNDS: 48-14 A(B)

1. ACCESSORY BUILDINGS SHALL BE SET BACK 10 FT  
FROM ANY LOT LINE

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

*Michael C. Coughlin*  
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: <u>R4</u> USE _____	_____	_____
MIN. LOT AREA _____	_____	_____
MIN. LOT WIDTH _____	_____	_____
REQ'D FRONT YD _____	_____	_____
REQ'D SIDE YD _____	_____	_____
REQ'D TOTAL SIDE YD _____	_____	_____
REQ'D REAR YD. <u>10 FT</u>	<u>9 FT</u>	<u>1 FT</u>
REQ'D FRONTAGE _____	_____	_____
MAX. BLDG. HT. _____	_____	_____
FLOOR AREA RATIO _____	_____	_____
MIN. LIVABLE AREA _____	_____	_____
DEV. COVERAGE _____	_____	_____

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

# IMPORTANT

NEED VARIANCE

## REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED LOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises William Shaw, Jr.

Address 48 Steele Road Phone 565-5257

Name of Architect .....

Address ..... Phone .....

Name of Contractor Tom A. Reis

Address 605 Rt 90 Phone 561-7615  
Middlebury, NY

State whether applicant is owner, lessee, agent, architect, engineer or builder .....

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

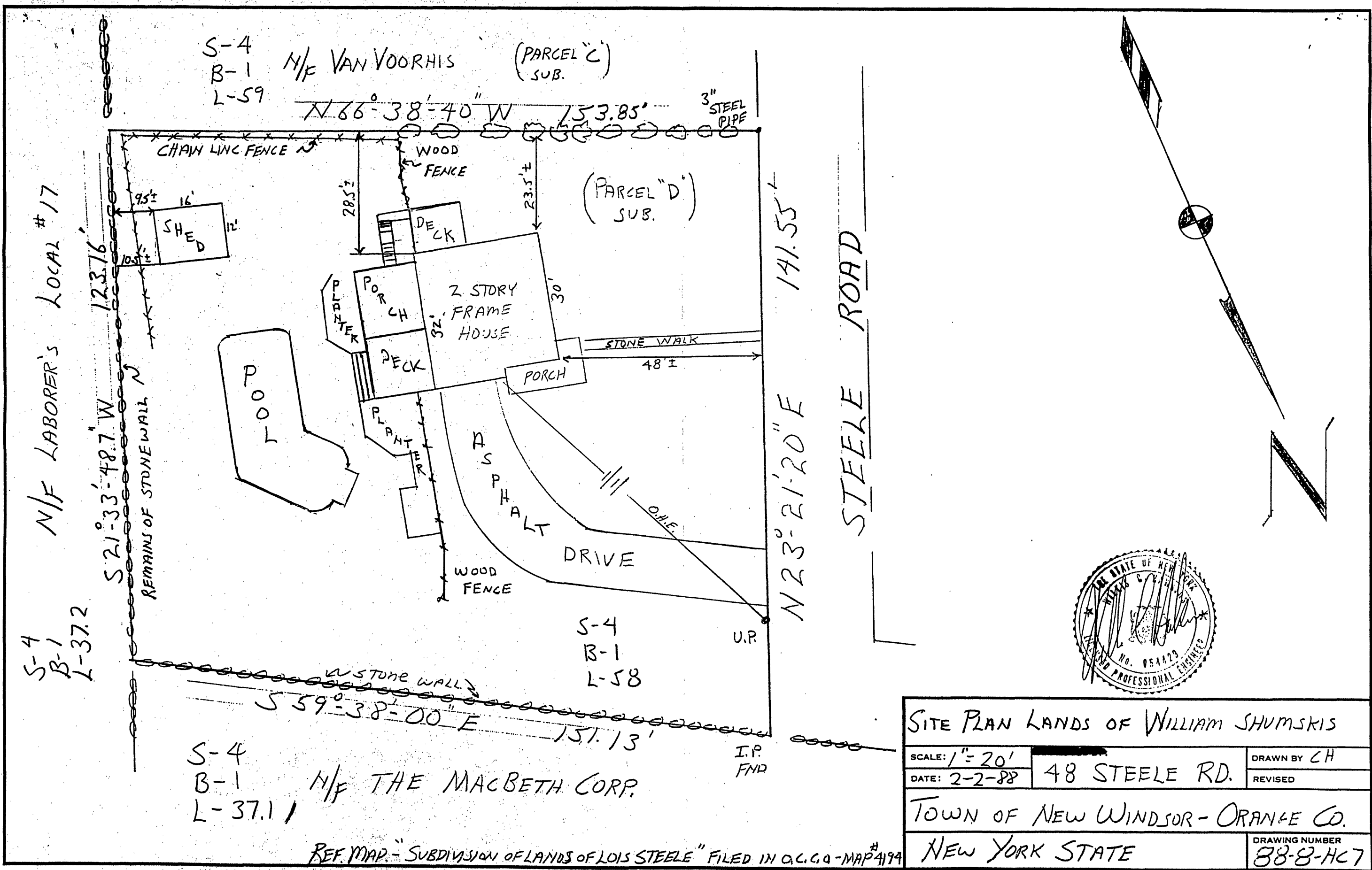
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Name of Owner of Premises William Stark  
 Address 45 Steele Road Phone 565-5257  
 Name of Architect \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name of Contractor T.O.M. & A.C. S.  
605 Rt 90  
Milford, N.Y. Phone 561-7615  
 State whether applicant is owner, lessee, agent, architect, engineer or builder \_\_\_\_\_  
 If applicant is a corporation, signature of duly authorized officer: \_\_\_\_\_

(Name and title of corporate officer)

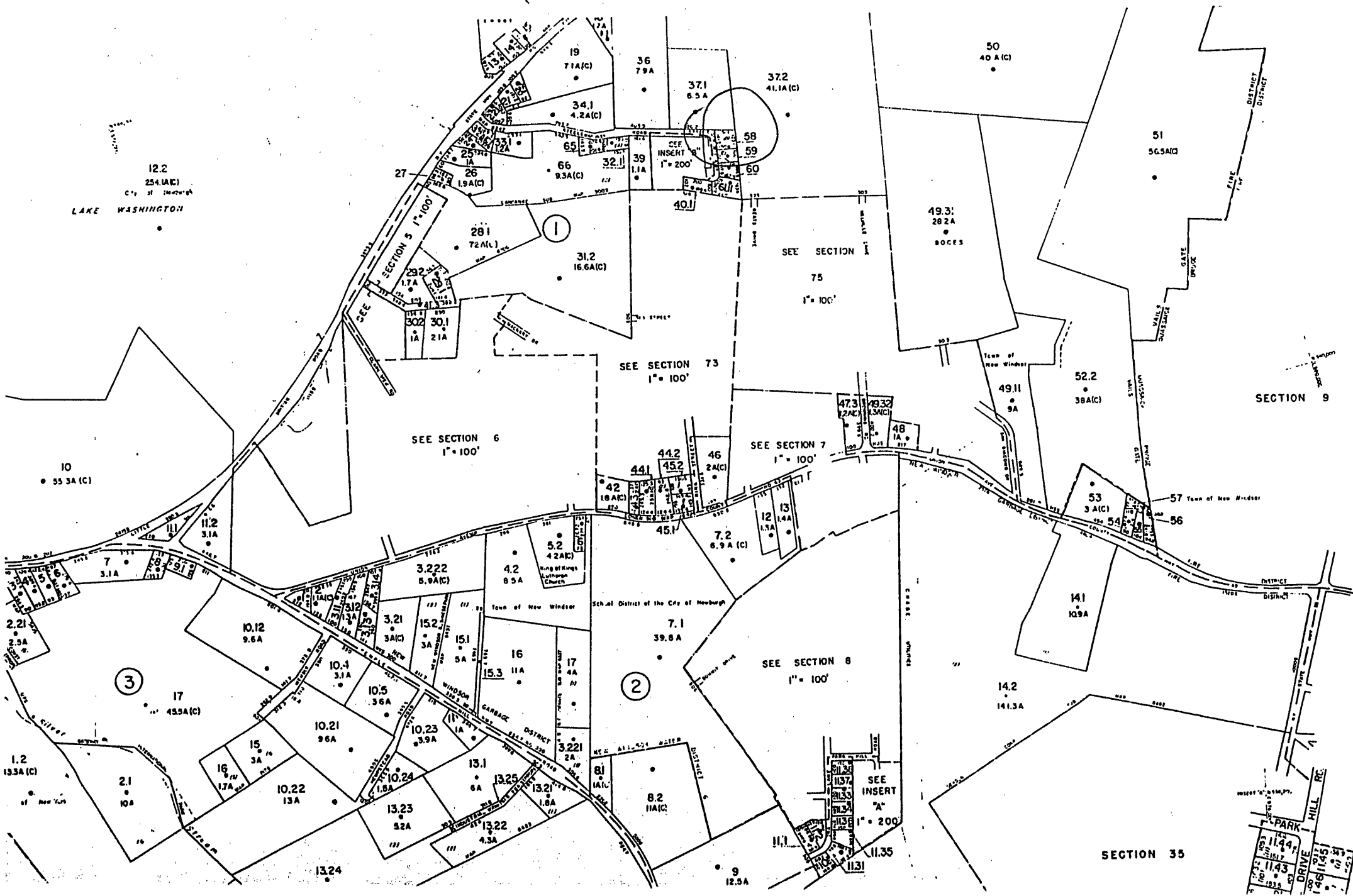
1. On what street is property located? On the EAST side of Steele Rd  
 and 1/8 <sup>th</sup> mi. from the intersection of Rt 207 (N.E. or W.)
2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Yes \_\_\_\_\_ No ✓
3. Tax Map description of property: Section 4 Block 1 Lot 58
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction. EXISTING 12' X 16'  
 a. Existing use and occupancy RESIDENCE b. Intended use and occupancy STORAGE SHED
5. Nature of work (check which applicable): New Building \_\_\_\_\_ Addition \_\_\_\_\_ Alteration \_\_\_\_\_ Repair \_\_\_\_\_  
 Removal \_\_\_\_\_ Demolition \_\_\_\_\_ Other SHED
6. Size of lot: Front Rear \_\_\_\_\_ Depth \_\_\_\_\_ Front Yard \_\_\_\_\_ Rear Yard \_\_\_\_\_ Side Yard \_\_\_\_\_  
 Is this a corner lot? YES
7. Dimensions of entire new construction: Front 16' Rear 16' Depth 12' Height 7' Number of stories 1
8. If dwelling, number of dwelling units \_\_\_\_\_ Number of dwelling units on each floor \_\_\_\_\_  
 Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_  
 Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_  
 If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost \$12,000 Fee 50.00/100  
 (to be paid on this application)
11. School District NEWBURGH

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required for the issuance of Certificate of Occupancy.



SITE PLAN LANDS OF WILLIAM SHUMSKIS		
SCALE: 1" = 20'	48 STEELE RD.	DRAWN BY CH
DATE: 2-2-88		REVISED
TOWN OF NEW WINDSOR - ORANGE CO.		
NEW YORK STATE		DRAWING NUMBER 88-8-HC7





ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

-----X  
In the Matter of Application for Variance of

William Shumstis,

Applicant.

AFFIDAVIT OF  
SERVICE  
BY MAIL

#94-22.  
-----X

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On July 21, 1994, I compared the 31 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart  
Patricia A. Barnhart

Sworn to before me this  
21<sup>st</sup> day of July, 1994.

Deborah Green  
Notary Public

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

31

June 27, 1994

Mr. William Shumskis  
48 Steele Road  
New Windsor, NY 12553

Re: Tax Map parcel #4-1-58 Variance List

Dear Mr. Shumskis:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

*Leslie Cook/po*  
Leslie Cook  
Sole Assessor

LC/po  
Attachments

CC: ~~Patt Barnhart~~

Kollmorgen Instruments Corp. X  
405 Little Britain Rd.  
New Windsor, NY 12553

Laborer's Local 17 Training &  
Educational Trust Fund X  
305B Little Britain Rd.  
Newburgh, NY 12550

Geraci, Joseph P. & Myra Jean  
Steele Road  
New Windsor, NY 12553 X

Cech, Anton & Lucia  
53 Steele Road  
New Windsor, NY 12553 X

Dellafiora, Janet  
52 Steele Road  
New Windsor, NY 12553 X

Schaller, Patricia H. &  
Kurt A. & Stephen  
54 Steele Road  
New Windsor, NY 12553 X

MacNary, Lawrence F. X  
58 Steele Road  
New Windsor, NY 12553

Steele, Lois  
PO Box 2181  
New Windsor, NY 12553 X

Ciaffone, Michael X  
c/o Algonquin Supply Corp.  
153-155 So. Plank Rd.  
Newburgh, NY 12550

Vakirtzis, Charles K. & Anna Maria  
Steele Road  
New Windsor, NY 12553 X

Semon, Eugene J. & Margo E.  
Steele Road  
New Windsor, NY 12553 X

Mullins, Robert F. & Margaret K.  
131 Willow Ave.  
Cornwall, NY 12518 X

App, Howard L. & Elsa  
350 Nina St.  
New Windsor, NY 12553 X

McCrossen, John C. & Kathryn  
348 Nina St.  
New Windsor, NY 12553

Union Avenue Developers, Inc.  
178 Grand St.  
Newburgh, NY 12550

Macchiarella, Isidoro & Rosaria  
346 Nina St.  
New Windsor, NY 12553

Romero, Barbara L. &  
Joseph M. Wood  
344 Nina St.  
New Windsor, NY 12553

Stiller, James & Jeanne  
342 Nina St.  
New Windsor, NY 12553

Lehman, Gail  
340 Nina St.  
New Windsor, NY 12553

Kostenblatt, Mary & William  
338 Nina St.  
New Windsor, NY 12553

Murtagh, Patrick &  
Lisa Izzo  
345 Nina St.  
New Windsor, NY 12553

Malaszuk, Peter & Irene  
343 Nina St.  
New Windsor, NY 12553

Sousa, Ian J. & Filomena  
456 Philo St.  
New Windsor, NY 12553

McKeon, Donald S. & Diana  
339 Nina St.  
New Windsor, NY 12553

Slifstein, Arnold & Diane  
94 Keats Dr.  
New Windsor, NY 12553

Kelliher, Michael J. & Eileen T.  
372 Byron Lane  
New Windsor, NY 12553

Diker, Larry & Charlotte  
370 Byron Lane  
New Windsor, NY 12553

Rosado, Gustavo  
368 Byron Lane  
New Windsor, NY 12553

Toromanides, Harry & Eleni  
366 Byron Lane  
New Windsor, NY 12553

Wolfe, Gerald & Eva-Maria  
c/o Serpa Lenna  
Sycamore Gardens  
Apt. 39, Route 94  
New Windsor, NY 12553

Schaefer, Warren L. &  
Marion Knox  
95 Keats Dr.  
New Windsor, NY 12553

*Pls. publish immediately. Send bill to applicant @ below address:*

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 22

Request of William Shumskis

for a VARIANCE of the Zoning Local Law to permit:

existing shed w/ insufficient rear yard,

being a VARIANCE of Section 48-12-Table of Use/Bulk  
Regs. - Col. 6.

for property situated as follows:

48 Steele Road, New Windsor, N.Y.

known as tax lot Section 4 Block 1 Lot 58.

SAID HEARING will take place on the 8th day of August,  
1994, at New Windsor Town Hall, 555 Union Avenue, New Windsor,  
New York, beginning at 7:30 o'clock P. M.

James Nugent.  
Chairman

By: Patricia A. Barnhart, Secy.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 94-22.

Date: 7/18/94.

I. ✓ Applicant Information:

- (a) William Shumskis, 48 Steele Road, New Windsor, N.Y. 12553  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ( ) Use Variance ( ) Sign Variance
- (X) Area Variance ( ) Interpretation

III. ✓ Property Information:

- (a) R-4 48 STEELE ROAD, NEW WINDSOR #1-58. 1/2 ACRE  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? \_\_\_\_\_
- (c) Is a pending sale or lease subject to ZBA approval of this application? No.
- (d) When was property purchased by present owner? 1979.
- (e) Has property been subdivided previously? No.
- (f) Has property been subject of variance previously? No.  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No.
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: STORAGE SHED IS THE  
STRUCTURE FOR WHICH THE VARIANCE IS BEING APPLIED FOR.

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



(b) <sup>N/A</sup> The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) <sup>N/A</sup> Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No ✓.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>10 ft.</u>	<u>9 ft.</u>	<u>1 ft.</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

*Granting of the one foot variance would not result in a detriment to the health, safety and welfare of the neighborhood or community. Nor would it create an undesirable change in the character of the neighborhood or a detriment to nearby properties. The insubstantial one foot variance would alleviate the need to dismantle the structure, move paving blocks and shrubs which border the shed.*

(You may attach additional paperwork if more space is needed)

#### VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) *N/A*. Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

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(c) *N/A*. What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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#### VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

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#### VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*To date I have in excess of \$20,000 to improve this part of my property. This includes inground pool, storage shed, landscaping.*

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ *N/A* Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ *N/A* Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 292.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: July 18, 1994.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

William M. Schumacher  
(Applicant)

Sworn to before me this

18th day of July, 1994.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_

**PATRICIA A. BARNHART**  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1995.

(b) Variance: Granted (\_\_\_) Denied (\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

ROSKOSKI AND PACIONE  
ATTORNEYS AT LAW

CHARLES J. ROSKOSKI  
ALBERT P. PACIONE, JR.

710 BROADWAY  
NEWBURGH, NEW YORK 12550

(914) 562-1076  
(914) 561-1500

May 16, 1979

Mr. William Shumskis  
25 Hilltop Drive  
New Windsor, New York 12550

Re: MacNary - Shumskis

Dear Bill:

Enclosed herein please find Deed dated March 7, 1979, from Lawrence MacNary to William M. Shumskis which was recorded in the Orange County Clerk's Office on April 11, 1979 in Liber 2128 of Deeds at page 446, which please put away for safe-keeping.

Thank you.

Very truly yours,

ROSKOSKI & PACIONE

*Albert P. Pacione, Jr.*

ALBERT P. PACIONE, JR.

APP:lmm  
enc.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 7th day of March, nineteen hundred and seventy-nine  
BETWEEN JR.  
LAWRENCE MAC NARY, residing at P. O. Box 1101, Hilton Head  
Island, South Carolina,

LIBER 2128 PAGE 446

party of the first part, and

WILLIAM M. SHUMSKIS, residing at 25 Hilltop Drive, Town of  
New Windsor, County of Orange and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN----- dollars,

lawful money of the United States, and other good and valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the Town of New Windsor, County of Orange and State of  
New York, more particularly bounded and described as follows:

Parcel D on that certain map entitled "Subdivision of Lands of  
Lois Steele" made by Jargstorff, revised December 24, 1976, and  
filed in the Orange County Clerk's Office on July 21, 1977 as Map  
Number 4194.

SUBJECT to the terms of that certain Declaration of Covenant  
dated July 13, 1977, made by Lois Steele, and recorded in the Orange  
County Clerk's Office on July 21, 1977 in Liber 2073 of Deeds at  
page 144.

TOGETHER with the right in common with others to use that  
private road or right of way known as "Steele Road" as shown on said  
map on the condition that the instant grantee shall pay his propor-  
tionate share of the maintenance costs of said "Steele Road" until  
such time as it may be dedicated to and accepted by the Town of New  
Windsor as a public road.

RESERVING the right to dedicate said Steele Road to the Town  
of New Windsor, without the consent of the within grantee, for use  
as a public road.

BEING and intended to be the same premises described in a  
deed from Lois Steele to Lawrence Mac Nary dated September 28, 1977  
and recorded in the Orange County Clerk's Office on September 28,  
1977 in Liber 2079 at page 1059.

This conveyance is made and accepted subject to an indebtedness

12.65  
STAMPS

70

party of the first part, and

WILLIAM M. SHUMSKIS, residing at 25 Hilltop Drive, Town of New Windsor, County of Orange and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the ~~Town of New Windsor, County of Orange and State of~~ New York, more particularly bounded and described as follows:

Parcel D on that certain map entitled "Subdivision of Lands of Lois Steele" made by Jargstorff, revised December 24, 1976, and filed in the Orange County Clerk's Office on July 21, 1977 as Map Number 4194.

SUBJECT to the terms of that certain Declaration of Covenant dated July 13, 1977, made by Lois Steele, and recorded in the Orange County Clerk's Office on July 21, 1977 in Liber 2073 of Deeds at page 144.

TOGETHER with the right in common with others to use that private road or right of way known as "Steele Road" as shown on said map on the condition that the instant grantee shall pay his proportionate share of the maintenance costs of said "Steele Road" until such time as it may be dedicated to and accepted by the Town of New Windsor as a public road.

RESERVING the right to dedicate said Steele Road to the Town of New Windsor, without the consent of the within grantee, for use as a public road.

BEING and intended to be the same premises described in a deed from Lois Steele to Lawrence Mac Nary dated September 28, 1977 and recorded in the Orange County Clerk's Office on September 28, 1977 in Liber 2079 at page 1059.

This conveyance is made and accepted subject to an indebtedness secured by a mortgage upon said premises held by The Savings and Loan Association of Newburgh, N.Y., which mortgage was recorded in Orange County Clerk's Office on the 20th day of October, 1977 in Liber 1730 at page 649 on which there is an unpaid principal amount of \$26,368.46 with interest from April 1, 1979, at 8 1/2% per annum which said mortgage debt the party of the second part hereby assumes and agrees to pay as part of the purchase price of the above described premises, and the party of the second part hereby separately executes and acknowledges this instrument for the purpose of complying with the

provisions of Section 5-705 of the New York General Obligations Law

2



**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

LAWRENCE MAC NARY, JR.

*[Handwritten signature]*  
JAN 11 1968

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

Wanda B. Grayson

Lawrence Mac Nary Jr  
LAWRENCE MAC NARY, JR.

Susan G. Olmstead

William M. Shumskis  
WILLIAM M. SHUMSKIS

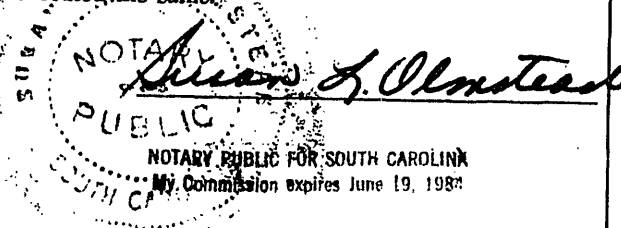
LIBER 2128 PAGE 448

~~FLORIDA~~ SOUTH CAROLINA  
~~STATE OF NEW YORK~~ COUNTY OF BEAUFORT

On the 7th day of March, 1979, before me personally came

LAWRENCE MAC NARY, JR.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.



STATE OF NEW YORK, COUNTY OF ORANGE

On the 6th day of ~~March~~ APRIL, 1979, before me personally came

WILLIAM M. SHUMSKIS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Albert P. Baume*  
Notary Public - NYS  
Qualified in Orange County  
Comm. Exp 3/30/81

STATE OF SOUTH CAROLINA

County of Beaufort

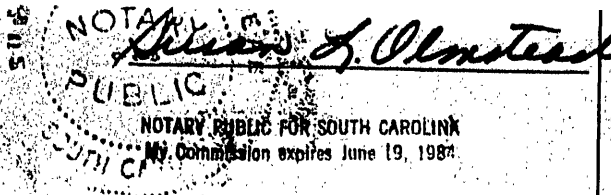
SS.

I, W. Henry Jackson, Clerk of Courts of Common Pleas and General Sessions in and for the County and

state aforesaid, which are Courts of record having a seal, do hereby certify that Susan L. Olmstead, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly commissioned and sworn and authorized by the laws of said State to take acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments in said State; and that the impression of his official seal is not required by law to be filed in the office of this County Clerk. And further, that I am well acquainted with the handwriting of said above-named Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said Superior Court this 7th day of March, 1979

*[Signature]*  
Clerk of Courts of Common Pleas and General Sessions, Court of record in and for Beaufort County, South Carolina



Albert P. Kamef  
Notary Public - N.Y.S.  
Qualified in Orange County  
Comm. Exp 3/30/87

STATE OF SOUTH CAROLINA

County of Beaufort

ss.

I, W. Henry Jackson, Clerk of Courts of Common Pleas and General Sessions in and for the County and

state aforesaid, which are Courts of record having a seal, do hereby certify that Susan L. Olmstead, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly commissioned and sworn and authorized by the laws of said State to take acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments in said State; and that the impression of his official seal is not required by law to be filed in the office of this County Clerk. And further, that I am well acquainted with the handwriting of said above-named Notary Public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said Superior Court this 27th day of March, 1979

*[Signature]*  
Clerk of Courts of Common Pleas and General Sessions, Court of record in and for Beaufort County, South Carolina.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

0-630729

LAWRENCE MAC NARY

TO

WILLIAM M. SHUMSKIS

SECTION

BLOCK

LOT

COUNTY OR TOWN COUNTY OF ORANGE  
TOWN OF NEW WINDSOR

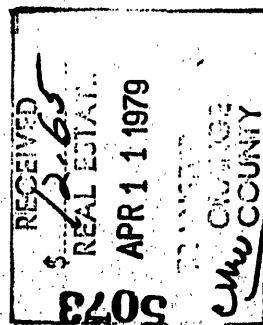
RETURN BY MAIL TO:

Roskoski + PACIONE  
710 Broadway  
Newburgh, N.Y.

Zip No. 12550

**SECURITY TITLE & GUARANTY Co.**  
22 MULBERRY STREET  
MIDDLETOWN, N. Y. 10940

Reserve this space for use of Recording Office.



Orange County Clerk's Office, S.S.

Recorded on the 11th dayof April, 1979 at 9:30o'clock P.M. in Liber 212and Examined page 4/46Jack A. Jellison

Clerk

ROSKOSKI AND PACIONE  
ATTORNEYS AT LAW

CHARLES J. ROSKOSKI  
ALBERT P. PACIONE, JR.

710 BROADWAY  
NEWBURGH, NEW YORK 12550

(914) 562-1076  
(914) 561-1500

May 21, 1979

Mr. William Shumskis  
25 Hilltop Drive  
New Windsor, New York 12550

Re: Shumskis - MacNary

Dear Bill:

Enclosed herein please find Policy of Title Insurance, Policy #0-630729 with regard to the above which please put away for safe-keeping.

Thank you.

Very truly yours,

ROSKOSKI & PACIONE

*Albert P. Pacione, Jr.*

ALBERT P. PACIONE, JR.

APP:1mm  
enc.

**SECURITY TITLE  
AND  
GUARANTY COMPANY**

ESTABLISHED 1928

**POLICY  
OF  
TITLE  
INSURANCE**

*Main Office*

630 FIFTH AVENUE  
NEW YORK, N. Y. 10020  
Area Code (212) 765-7110



# POLICY OF TITLE INSURANCE

No. O-630729

## SECURITY TITLE AND GUARANTY COMPANY

*In Consideration of* the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof,* SECURITY TITLE AND GUARANTY COMPANY has caused this policy to be signed and sealed on its date of issue set forth herein.



*[Signature]*  
Authorized Signature

*[Signature]*  
Chairman of the Board and President

## CONDITIONS OF THIS POLICY

### Section 1

### DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means SECURITY TITLE AND GUARANTY COMPANY

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

### Section 2 DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

### Section 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the mortgage.

(e) Where the insured shall have negotiated a loan to be made on the basis of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and a final determination has been made that the rejection of the title

was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

### Section 4

### NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

### Section 5

### PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2), if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.



**SCHEDULE A**

The premises in which the insured has the estate or interest covered by this policy

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, more particularly bounded and described as follows:

PARCEL D on that certain map entitled "Subdivision of Lands of Lois Steele" made by Jargstorff, revised December 24, 1976 and filed in the Orange County Clerk's Office on July 21, 1977 as Map Number 4194.

TOGETHER with the right in common with others to use that private road or right of way known as "Steele Road" as shown on said map on the condition that the instant grantee shall pay his proportionate share of the maintenance costs of said "Steele Road" until such time as it may be dedicated to and accepted by the Town of New Windsor as a public road.

RESERVING the right to dedicate said Steele Road to the Town of New Windsor, without the consent of the within grantee, for use as a public road.

Name of Insured

Policy No. O-630729

William M. Shumskis

Amount of Insurance \$ 38,000.00

Date of Issue 4/6/79

The estate or interest insured by this policy is FEE SIMPLE vested in the insured by means of

Deed made by Lawrence MacNary, Jr. to the insured, dated 3/7/79 and recorded 4/11/79 in Liber 2128 Cp 446 in the Office of the Clerk of the County of Orange.

#### SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise accepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Mortgage made by Lawrence MacNary, Jr. to The Savings and Loan Association of Newburgh, N.Y. in the amount of \$27,000.00, dated 10/19/77 and recorded 10/20/77 in Liber 1730 Mp 649 in the Office of the Clerk of the County of Orange.
8. Any state of facts which an accurate survey might show.
9. Rights of tenants or persons in possession.
10. Declaration recorded in Liber 2073 Cp 144.  
Utility Company Easement Agreement recorded in Liber 2094 Cp 686.
11. Any state of facts a personal inspection would disclose.

## Section 6 CO-INSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

## Section 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other

member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

## Section 8 SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

## Section 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

## Section 10 NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

## Section 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

## Section 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by an authorized signatory. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

## ENDORSEMENTS

SHUMSKIS/ROTH

MR. NUGENT: Request for 1 ft. rear yard variance for existing shed - Section 48-14A(B) of Supplementary Yard Regulations located at 48 Steele Road in R-4 zone.

Mr. William Shumskis appeared before the board for this proposal.

MR. SHUMSKIS: I have several site plans showing the shed over on the property. Several years ago, I had a shed delivered and located on the property. Recently, I updated my site plan and realized I'm only 9.6 feet on one corner and I need to be ten, so I need a one foot variance for that. The property line doesn't go exactly straight, it's at a little bit of an angle.

MR. NUGENT: You can't move this?

MR. SHUMSKIS: It's located on block and around that I have landscaping and pavers, bushes, shrubs, all that sort of stuff and what's behind me is Local 17, which is all woods, unless they decide to build a golf course.

MR. NUGENT: Or senior citizen housing, that is the last thing I heard.

MR. LANGANKE: Is that a nice street you live on up there?

MR. SHUMSKIS: Most of the neighbors are quite nice.

MR. HOGAN: There's just one guy.

MR. NUGENT: Any questions by the board? I'll accept a motion.

MR. HOGAN: I make a motion that we set Mr. Shumskis up for a public hearing.

MR. LANGANKE: I'll second it.

ROLL CALL

June 13, 1994

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MR. KANE	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

MR. KRIEGER: When you come back, if you'd address yourself to the criteria that is set forth there in order it may make it easier for the Zoning Board to make a decision, cause those are the legal questions that they must decide. If you have your deed or title policy or if you have both, bring them both, title report, bring them with you. Site plan you mentioned, was that, did that result in a map?

MR. BABCOCK: Yes, I have one, the board has one also.